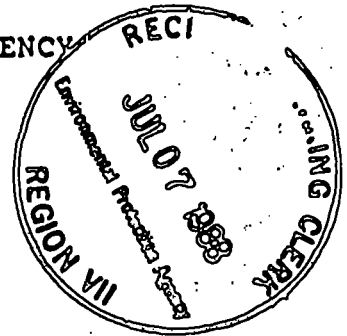


UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VII
726 MINNESOTA AVENUE
KANSAS CITY, KANSAS 66101



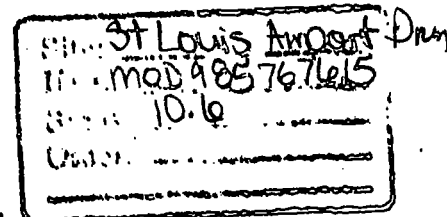
IN THE MATTER OF:

City of St. Louis, Missouri,

Respondent,

Proceedings under Section
106(a) of the Comprehensive
Environmental Response,
Compensation, and Liability
Act of 1980 (42 U.S.C. § 9606(a)).

Docket No. 88-F-0012



ADMINISTRATIVE ORDER ON CONSENT

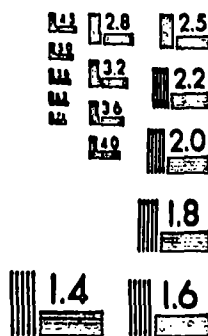


161284
SUPERFUND RECORDS



15 CM. — 15 IN. (591 IN.)

1.8 line pair/mm.



1.8 line pair/mm.

2.5 line pair/mm.

5 CM.
(197 IN)

[illegible]

2.5 line pair/mm.

ROTARY CAMERA TEST CHART

AIIM X113
ANSI/AIIM MS17-1983



**Association for Information
and Imago Management**

1100 WAYNE AVENUE
SILVER SPRING
MARYLAND 20910
(301) 587-8202

8 CM. _____
(3.15 IN) D

53
54
55
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8 pt Geneva - a e g m 1689 % Zenith X-Ray Voice Pontiac July Clark Chevrolet
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business hours (defined herein as 8 a.m. to 6 p.m.), provided, however, that nothing in this agreement shall prevent the City, its authorized agents or contractors from using the official Midcoast entry at any time if use of such entry is necessary to prevent delay in investigation or cleanup of hazardous waste which has been or may be found at the construction site.

4. The City and its authorized agents and contractors shall use their best efforts to prevent their presence at or near the Midcoast site from unduly causing alarm or concern on the part of Midcoast's customers, tenants, and employees using the parking lot and the developed portion of the leased premises described above, and from interfering with the normal business activities of Midcoast and its customers, tenants, and employees.

5. Midcoast and the City shall share with each other such information obtained by each or its contractors in the course of site investigation and cleanup as may be requested by either party. Such requests shall be conveyed between counsel for the City and counsel for Midcoast, and shall be responded to promptly. Midcoast has already provided the City with all information provided to the EPA in connection with this matter, and shall promptly provide to the City such additional documents or records as may be requested of the City by the EPA.

6. The United States shall have and may exercise the rights granted to the City by this Agreement, including, inter alia, access to property leased by Midcoast from the City for the purpose of overseeing site investigations and cleanup activities

conducted by or for the City, and to enforce the terms of any order issued to the City by the United States Environmental Protection Agency pertaining to site investigation or cleanup.

CITY OF ST. LOUIS

MIDCOAST AVIATION, INC.

BY D. J. Hill

BY W. J. Smith

ACCESS AGREEMENT

THIS AGREEMENT is entered into this 5th day of ~~June~~^{July} 1988, by and between the City of St. Louis, a Missouri municipal corporation ("City") and Midcoast Aviation, Inc., a Missouri corporation ("Midcoast").

1. Midcoast hereby grants access by the City and its authorized agents and contractors to the approximately six-acre construction portion of the premises leased by the City to Midcoast under an initial Lease, and Agreement and Sixth Amendment of Lease dated June 21, 1985, for the purpose of conducting such site investigations and cleanup activities as are or may be required by the U.S. Environmental Protection Agency and any other federal, state, or local agency with jurisdiction to issue such requirements.

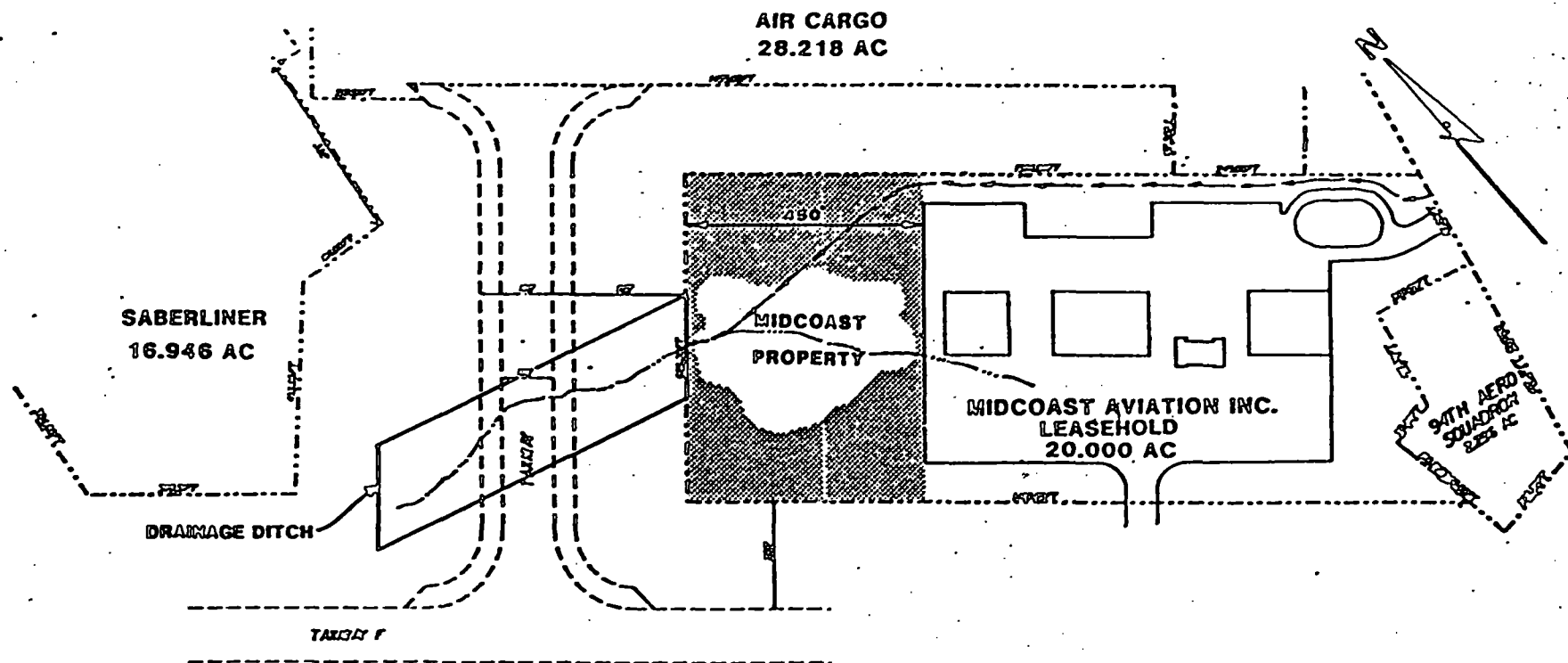
2. To the extent feasible, the City and its authorized agents and contractors shall enter the aforementioned construction site by means other than the official Midcoast entry way at 5995 McDonnell Boulevard. When feasible alternatives do not exist, the City and its authorized agents and contractors may travel across -- but may not, in any event, park in -- the Midcoast parking lot at 5995 McDonnell Boulevard for the sole purpose of entering and leaving the aforementioned construction site for the above described investigation and cleanup purposes.

3. To the extent feasible, the City and its authorized agents and contractors shall enter and exit the Midcoast parking lot, as described in the foregoing paragraph, outside of normal

Property Description

Beginning at the point of rounding in the East line of Brown Road, 80 feet wide, at the intersection of the said East line of Brown Road, 80 feet wide, with the South line of Harmon Lane, 40 feet wide; thence Westwardly across Brown Road, 80 feet wide, North 85 degrees 56 minutes 51 seconds West 80 feet to a point in the West line of said Brown Road, 80 feet wide; thence Northwardly along said West line of Brown Road, 80 feet wide, along a curve to the left whose radius point bears North 85 degrees 56 minutes 51 seconds West 11,960 feet from the last mentioned point, a distance of 449.60 feet; thence continuing Northwardly along said Brown Road, 80 feet wide, a distance of 191.26 feet to a point; thence on a line bearing North 58 degrees 56 minutes 11 seconds West a distance of 936.98 feet to the actual point of beginning; thence on a line bearing North 58 degrees 56 minutes 11 seconds West a distance of 450 feet; thence on a line bearing South 31 degrees 03 minutes 49 seconds West a distance of 625 feet to a point; thence on a line bearing South 58 degrees 56 minutes 11 seconds East a distance of 450 feet to a point; thence on a line bearing North 31 degrees 03 minutes 49 seconds East a distance of 625 feet to the point of beginning, containing approximately 6.45 acres.

Attachment B



1. This Administrative Order on Consent is issued to the City of St. Louis, Missouri, (hereinafter the "City") pursuant to the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 9606(a). The authority to issue such orders pursuant to Section 106(a) of CERCLA was delegated to the Administrator of the United States Environmental Protection Agency (EPA) by Executive Order 12580, 57 Federal Register 2,923, dated January 23, 1987, and was further delegated to the Regional Administrators by EPA Delegation Nos. 14-14-A, dated April 16, 1984, and 14-14-C, dated September 13, 1987. This authority was subsequently redelegated to the Division Director, Waste

IN THE MATTER OF:

City of St. Louis, Missouri,

Respondent

Docket No. 88-F-0012

ADMINISTRATIVE ORDER ON CONSENT

I. PRELIMINARY STATEMENT.....	1
II. STATEMENT OF PURPOSE.....	3
III. FINDINGS OF FACT.....	3
IV. CONCLUSIONS OF LAW.....	5
V. DETERMINATIONS.....	6
VI. ORDER ON CONSENT.....	7
VII. REPORTING.....	11
VIII. MONITORING AND QUALITY ASSURANCE.....	12
IX. DESIGNATION OF ON-SCENE COORDINATOR.....	13
X. CONFIDENTIAL BUSINESS INFORMATION.....	14
XI. NOTIFICATION.....	14
XII. ACCESS.....	15
XIII. RECORD PRESERVATION.....	16
XIV. RESERVATION OF RIGHTS.....	17
XV. COST REIMBURSEMENT.....	18
XVI. OTHER APPLICABLE LAWS.....	19
XVII. PENALTIES FOR NONCOMPLIANCE.....	20
XVIII. NOTICE TO THE STATE.....	20
XIX. EFFECTIVE DATE.....	20
XX. TERMINATION.....	21

Management Division, by EPA Delegation R7-14-14C, dated May 16, 1988.

2. This Order is issued without formal adjudication of any issue of fact or law. Respondent expressly denies any liability in this matter. The parties hereto have reviewed this Order and agree to be bound by its terms and Respondent agrees to take all actions required by the terms and conditions of this Order and consents to be bound by the requirements set forth herein.

3. When used herein, the following terms shall have the following meanings:

a. "Day" or "days" mean calendar days, unless otherwise specified;

b. "Midcoast Property" means such portion of the property at Lambert-St. Louis International Airport ("Airport"), owned by the City, which is leased to Midcoast Aviation, Inc. ("Midcoast"), and on which excavation or grading work has been or will be performed in conjunction with construction of a fourth hangar by Midcoast, as shown as the Midcoast Property on Attachment "A" hereto and as described in Attachment "B" hereto.

c. The "Drainage Ditch" means such portion of the property at the Airport which is owned by the City and located adjacent to the Midcoast Property as shown on Attachment "A" hereto.

d. The "Site" means the Midcoast Property and the Drainage Ditch.

c. "Laboratory deliverables" mean those documents and other items pertaining to sample handling and analysis which are required to be delivered to EPA by a laboratory participating in EPA's Contract Laboratory program.

II. STATEMENT OF PURPOSE

The purpose of this Order is to set forth the terms and conditions under which Respondent will take the following actions which are required by EPA pursuant to the provisions of CERCLA:

(1) dispose of the materials excavated from the Site; (2) conduct additional testing to determine whether further response action is required; and (3) conduct any further response action, if such is necessary.

III. FINDINGS OF FACT

1. This Order pertains to property at Lambert-St. Louis International Airport (hereinafter the "Airport"), which property is owned by the City of St. Louis and, since June 1985, has been leased by the City to Midcoast and to the Drainage Ditch, which is owned by the City and not currently under lease. A description of the Midcoast property is set out in Attachment "B" and a map delineating the boundaries of the Midcoast Property and Drainage Ditch is contained in Attachment "A".

2. The City of St. Louis is a municipal corporation chartered under the laws of the State of Missouri.

3. Midcoast is a corporation incorporated in and authorized to do business in the State of Missouri.

4. Prior to 1985, the Midcoast Property was undeveloped. The Midcoast Property is leased by the City to Midcoast pursuant to the terms of a long-term lease entered into by the City and Midcoast. After the City leased it to Midcoast, certain construction occurred thereon to build facilities as replacements for the facilities that Midcoast had previously been leasing at the Airport. Said construction has already been completed and Midcoast began occupying the premises in April, 1987.

5. In or about April, 1988 Midcoast then commenced additional construction at the Site, including a hangar, taxiway, and parking facilities.

6. In mid-April 1988, Midcoast's construction contractor, while engaged in excavating soil, unearthed approximately 240 buried drums ("buried drums"), various liquids, some of which were in the buried drums and some of which were present in the excavation or pit outside of any container ("pit liquids"), non-liquid materials, and various non-hazardous wastes, including parts of two trucks.

7. Some of the pit liquids contained in the buried drums were placed directly into new drums and placed in temporary, controlled storage on other property owned by the City approximately one-half mile from the Site. The remaining pit liquids were collected and subsequently pumped into new drums and placed into temporary, controlled storage along with the other repackaged pit liquids. When tested, the pit liquids were found

to include some liquids with a flash point as low as 118 degrees Fahrenheit.

8. Non-liquid materials from the buried drums were removed from the drums and placed in a pile adjacent to the excavation pit.

9. The emptied buried drums were crushed, piled adjacent to the excavation pit, and covered with an impermeable, synthetic material.

10. Soil removed from the excavation pit was placed in two piles adjacent to the excavation pit.

11. The pit liquids were determined to exhibit the characteristic of ignitability as defined at 40 C.F.R. 261.21 and, therefore are hazardous wastes under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 § et seq. and hazardous substances under CERCLA.

12. Although some radiation levels were detected in samples of some materials removed from the pit, radiological data collected by the United States Department of Energy indicates that all concentrations are at levels within the normal background range.

IV. CONCLUSIONS OF LAW

1. Respondent is a person as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

2. The pit liquids are hazardous wastes under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 ~~et seq.~~ and hazardous substances as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

3. The leaking, escaping, and/or leaching of materials from the drums onto the ground at the Midcoast Property constituted a release and/or a threat of release as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

4. The Site is a facility as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

5. The City is the owner of a facility, and is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

6. The pit liquids, buried drums and soils excavated to date on the Midcoast Property do not require special handling due to radiological contamination.

V. DETERMINATIONS

1. Based upon the foregoing Findings of Fact and Conclusions of Law, the undersigned has determined that:

a. The actual and/or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health or welfare or the environment;

b. The actions required by this Order are necessary to protect the public health and welfare and the environment are consistent with CERCLA and the National Contingency Plan, 40 C.F.R. Part 300.

VI. ORDER ON CONSENT

It is hereby AGREED BY THE PARTIES AND ORDERED THAT:

1. Within twenty (20) days of the effective date of this Consent Order, Respondent shall:

a. Complete and submit to EPA in writing the results of a determination as to whether each of the following materials are hazardous pursuant to 10-CSR 25-5.262(1), which incorporates by reference 40 C.F.R. Part 262.11 "Determination of Hazardous Waste" for the buried drums, which have now been crushed, and the non-liquid materials removed from the buried drums, provided however that Respondent may elect not to do any further testing of the crushed drums, other than tests, if any, required by the recycling or treatment, storage or disposal facility to which the materials are sent, and to handle them as hazardous wastes.

b. Submit to EPA all available data, including data gathered by Midcoast, and all supporting documentation for that data, regarding the chemical composition of the soils at the bottom of the excavation pit and soils removed from the excavation pit and a plan for disposition of those soils; and

c. Submit to EPA for review and approval, a work plan for conducting a geophysical survey and appropriate verification testing of the Midcoast Property to identify other buried drums. This work plan shall provide for the use of magnetic and electromagnetic methods in delineating zones containing significant amounts of buried metal and verification exploration, such as boxing or trenching, to determine the nature of the

buried objects. The work plan shall include the following elements:

i. The use of a hand held magnetometer capable of measuring the total magnetic field or a magnetic gradient;

ii. The use of an electromagnetic terrain conductivity meter which has an effective exploration depth of at least 15 feet;

iii. A survey grid over the area of concern, which shall consist of parallel traverses spaced a maximum of 30 feet apart;

iv. Readings from both the magnetometer and electromagnetometer shall be recorded along each traverse in either a continuous fashion or at discrete points (stations), the intervals of which will be equal to the distance between the traverse lines. Intermediate lines or stations may be added to better define anomalous areas; and

v. Collection of instrument readings outside of the surveyed area but on the grounds of the Airport to determine background ranges for magnetic field strength, or magnetic field gradient, and for the terrain conductivity. These background readings must be collected in an area free of surface or subsurface objects including fences, buildings, utility lines, vehicles, and scrap metals, which will interfere with the local magnetic and electromagnetic fields.

2. Within thirty (30) days of the effective date of this Consent Order, Respondent shall submit to EPA, for review and

approval, a work plan for conducting a geophysical survey and appropriate verification testing of the Drainage Ditch, as shown on Attachment "A" hereto, to identify other buried drums. This work plan shall provide for the use of magnetic and electromagnetic methods in delineating zones containing significant amounts of buried metal and verification exploration, such as boring or trenching, to determine the nature of the buried objects. The work plan shall include the following elements:

- a. The use of a hand held magnetometer capable of measuring the total magnetic field or a magnetic gradient;
- b. The use of an electromagnetic terrain conductivity meter which has an effective exploration depth of at least 15 feet;
- c. A survey grid over the area of concern;
- d. Readings from both the magnetometer and electromagnetometer shall be recorded along each traverse in either a continuous fashion or at discrete points (stations), the intervals of which will be equal to the distance between the traverse lines. Intermediate lines or stations may be added to better define anomalous areas; and
- e. Collection of instrument readings outside of the surveyed area but on the grounds of the Airport to determine background ranges for magnetic field strength, or magnetic field gradient, and for the terrain conductivity. These background readings must be collected in an area free of surface or

subsurface objects including fences, buildings, utility lines, vehicles, and scrap metals, which will interfere with the local magnetic and electromagnetic fields.

3. Within thirty (30) days of the date of making a determination as to whether the buried drums and non-liquid materials removed from the buried drums are a hazardous waste, Respondent shall:

a. Either:

(1) have transported all materials determined to be a hazardous waste, including the repackaged pit liquids, off-site for treatment, recycling or disposal as regulated hazardous wastes, or

(2) have placed all such materials into storage on Airport property in a manner consistent with the provisions of CERCLA and RCRA and the regulations implementing said statutes. In no event shall wastes be stored pursuant to the provision of this subparagraph for a period exceeding ninety (90) days, unless EPA approves an extension which shall only be granted for good cause shown and shall in no event exceed a period of thirty (30) days; and

b. submit to EPA for review and approval a plan for the disposition of any materials found not to be RCRA regulated hazardous waste.

4. For all off-site shipments of hazardous waste, Respondent shall submit to EPA within ten (10) days of its receipt by Respondent a copy of the shipping manifest signed by

the treatment or disposal facility to which the wastes were shipped.

5. Within ten (10) days of identification of additional drums at the Site during the geophysical survey, Respondent shall submit to EPA for review and approval a written plan for conducting additional investigation, if necessary, to determine the nature and extent of release of materials from the drums and a work plan for appropriate disposition of these materials.

6. All work performed under this Order shall be performed under the supervision and direction of Mr. Gregory G. Haug, a registered professional engineer employed by Lafser & Schreiber, Inc. Respondent may change project supervisors upon the written approval of EPA.

7. This Order shall apply to and be binding upon Respondent, its agents, successors, and assigns and upon all persons, contractors, and consultants acting under or for the Respondent. Respondent shall provide a copy of this Order to all contractors, subcontractors, laboratories and consultants retained to conduct any portion of the work performed pursuant to this Order prior to the date such work is initiated.

VII. REPORTING

1. Prior to starting work under this Consent Order, Respondent shall submit an initial report describing the activities to be conducted during the first week's work.

2. Thereafter, throughout the course of these activities, Respondent shall submit to EPA weekly progress reports. These reports shall include, at a minimum, the following:

a. A description of the actions completed during the week towards compliance with this Order;

b. A description of all actions scheduled for completion during the week which were not completed along with a statement indicating why such actions were not completed and an anticipated completion date;

c. Copies of all data and sampling and test results and all Laboratory Deliverables received by Respondent during the week; and

d. A work schedule which sets forth a description of the activities scheduled to be conducted during the next two reporting periods.

3. These weekly reports shall cover a reporting period of one calendar week, i.e. from Sunday through Saturday, and shall be due on or before Wednesday of the week following the week for which the report is submitted.

VIII. MONITORING AND QUALITY ASSURANCE

1. All samples analyzed pursuant to this Order shall be analyzed by a laboratory which participates in a quality assurance/quality control program equivalent to that specified in the documents entitled "USEPA Contract Laboratory Program Statement of Work for Organic Analysis" (October 1986) and "USEPA Contract Laboratory Program Statement of Work for Inorganic

Analysis" (July 1985) (hereinafter "Contract Lab Statements of Work").

2. All sample collection and analysis shall be performed in compliance with EPA-approved methods, including timing of analysis, documentation of sample collection, handling and analysis, as described in the following documents:

a. "NEIC Manual for Groundwater/Subsurface Investigations at Hazardous Waste Sites", Document No. EPA/330/9-81-002; and

b. Contract Lab Statements of Work.

3. Respondent shall use quality assurance, quality control, and chain of custody procedures approved by EPA for all sample collection and analysis performed pursuant to this Order.

4. All laboratories analyzing samples pursuant to this Order shall perform, at Respondent's expense, analyses of samples provided by EPA to demonstrate the quality of each such laboratory's analytical data.

5. Respondents shall ensure that EPA representatives are allowed access, for auditing purposes, to all laboratories and personnel utilized by Respondents for sample collection and analysis and other field work.

IX. DESIGNATION OF ON-SCENE COORDINATOR

1. EPA may, at its discretion, designate an on-scene coordinator (hereinafter "OSC") pursuant to 40 C.F.R. Part 300 to observe and monitor the progress of this response action. If it elects to designate an OSC, EPA will promptly notify Respondents

as to the OSC's name, address and telephone number. The OSC shall have the authorities set forth in the NCP. EPA may change its designated OSC and will provide notice to Respondents at or before the time the change takes effect.

X. CONFIDENTIAL BUSINESS INFORMATION

1. Respondent may assert a business confidentiality claim covering all or part of the information submitted pursuant to this Order. The information covered by such a claim will be disclosed by EPA only to the extent and by the procedures specified in 40 C.F.R. Part 2, Subpart B. Such a claim may be made by placing on or attaching to the information, at the time it is submitted to EPA, a cover sheet, stamped or typed legend or other suitable form of notice employing language such as "trade secret", "proprietary", or "company confidential". Allegedly confidential portions of otherwise non-confidential documents should be clearly identified and may be submitted separately to facilitate identification and handling by EPA. If confidential treatment is sought only until a certain date or occurrence of a certain event, the notice should so state. If no such claim accompanies the information when it is received by EPA, it may be made available to the public without further notice to Respondent.

XI. NOTIFICATION

1. All verbal notices and written documents, including, but not limited to written notices, reports, plans, and schedules,

requested or required to be submitted to EPA pursuant to this Order shall be directed to:

John Chen
Waste Management Division
U.S. Environmental Protection Agency
Region VII
726 Minnesota Avenue
Kansas City, Kansas 66101
Telephone number 913/239-2856

2. All verbal notices and written communications provided to be made to Respondent under this Order shall be directed to:

Thomas Richter
Director of Engineering
Lambert-St. Louis International Airport
P.O. Box 10212
St. Louis, MO 63145
Telephone number (314) 426-8015

XII. ACCESS

1. Respondent shall provide access to EPA to the Midcoast Property and Drainage Ditch and any other property where wastes from either of these locations are or have been stored such that EPA and its authorized representatives are able to enter and move freely about such property at all reasonable times for the following purposes:

a. Inspecting and copying records, files, photographs, operating logs, contracts and other documents relating to this response action;

b. Reviewing the status of activities being conducted pursuant to this Order;

c. Collecting such samples or conducting such tests as EPA determines are necessary or desirable to monitor compliance

with the terms of this Order or to protect the public health, welfare, or the environment;

d. Using sound, optical or other types of recording equipment to record activities which have been or are being conducted pursuant to this Order; and

e. Verifying data and other information submitted by Respondent pursuant to this Order.

2. Nothing herein is intended to limit in any way EPA's access authority.

XIII. RECORD PRESERVATION

1. Respondent shall, without regard to any document retention policy to the contrary, preserve during the pendency of this Order and for a minimum of six (6) years after its termination, all records and documents in its possession, custody or control, including documents obtained from Midcoast pursuant to agreement dated July 5, 1988, a copy of which is attached hereto as Attachment "C", which relate in any way to hazardous substances generated, stored, treated or disposed of on the Site, the release or threatened release of hazardous substances from the Site or work performed pursuant to this Order. After this six-year period has lapsed, Respondent shall notify EPA at least sixty (60) calendar days prior to the destruction of any such document. Respondent shall, as directed by EPA, either provide to EPA the documents or copies of such documents or retain them for an additional time period specified by EPA.

XIV. RESERVATION OF RIGHTS

1. Notwithstanding compliance with the terms of this Order, Respondent shall not be released from liability, if any, for any actions beyond the terms of this Order with respect to the Site. EPA reserves the right to take any enforcement action pursuant to RCRA, CERCLA and /or any other available legal authority for relief including, but not limited to, injunctive relief, monetary penalties, and punitive damages for any violation of law or this Order.

2. EPA expressly reserves all rights and defenses it may have, including EPA's right to disapprove activities performed by Respondent, to require that Respondent correct disapproved work, to halt, conduct, or direct any work required by this Consent Order, to undertake at any time any response actions other than those required by this Consent Order, and to seek reimbursement from Respondent thereafter for such costs incurred by the United States. Respondent reserves all rights and defenses it may have with respect to any such actions.

3. In entering this Order on consent, Respondent waives any right to seek reimbursement against the United States of America under Section 106(b)(2) of CERCLA, 42 U.S.C. § 9606(b)(2), for any past costs and costs incurred in complying with this Order.

4. Nothing in this Consent Order shall constitute or be construed as a release by EPA or Respondent of any claim, cause of action, or demand in law or equity against any party not a signatory to this document for any liability relating to this

site arising out of the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, pollutants, or contaminants.

5. Respondent does not admit to and expressly denies the FINDINGS OF FACT, CONCLUSIONS OF LAW, and DETERMINATIONS set forth herein and expressly deny liability in this matter.

6. The parties hereto agree and stipulate that this Consent Order is entered into for the purpose of settlement only and that neither the fact that a party has entered into this Consent Order nor any of the provisions hereof shall be used for any purpose in this or any other proceeding except to enforce the terms hereof by the parties to this agreement. In any proceeding to enforce the terms hereof Respondent agrees not to contest EPA's jurisdiction to enter into and issue this Consent Order.

XV. COST REIMBURSEMENT

1. Within sixty (60) calendar days of receipt of an accounting by EPA of its cost of overseeing activities conducted pursuant to this Order, including any cost incurred under or in connection with any contract or arrangement for assistance in overseeing and reviewing the conduct of the response action, Respondent shall remit a check in that amount payable to the Hazardous Substance Response Fund. Such checks should be sent with a reference to the St. Louis Airport Drum Site and be addressed as follows:

U.S. Environmental Protection Agency
Superfund Accounting
Post Office Box 371003M
Pittsburgh, PA 15251
ATTN: Collection Officer for Superfund

A copy of the check as well as any transmittal letter should be sent to the EPA contact specified in this Order. EPA may submit such an accounting of its costs on a quarterly, semi-annual or annual basis, at its discretion.

2. EPA reserves the right to bring an action against Respondent pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of all response costs not reimbursed by Respondent, including the oversight costs incurred by the United States related to this Order, as well as any other past and future costs incurred by the United States in connection with this Site.

XVI. OTHER APPLICABLE LAWS

1. All actions required to be taken pursuant to this Order shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations.

2. All reports, plans, specifications, and schedules submitted pursuant to this Order are, upon approval by EPA, incorporated into this Order. Any noncompliance with such EPA-approved reports, plans, specifications, or schedules, other than non-compliance caused by or resulting from an Act of God, shall be considered a failure to achieve compliance with the requirements of this Order. Respondent shall have the burden of demonstrating that non-compliance was caused by or the result of an Act of God.

XVII. PENALTIES FOR NONCOMPLIANCE

1. Respondent is hereby advised that, pursuant to Section 106(b) of CERCLA, 42 U.S.C. § 9606(b), any person who willfully violates or fails or refuses to comply with this Order may, in addition to an action brought in the appropriate United States district court to enforce this Order, be fined not more than \$25,000 for each day in which such violation occurs or such failure to comply continues.

2. Respondent is further advised that, pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), any person who is liable for a release or threat of release of a hazardous substance and who fails without sufficient cause to provide properly the removal or remedial actions specified in this Order may be liable to the United States for punitive damage in an amount at least equal to and not more than three times the amount of any costs incurred by the United States as a result of such failure to take proper action.

XVIII. NOTICE TO THE STATE

1. EPA has notified the State of Missouri as to the issuance of this Order pursuant to the requirements of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

XIX. EFFECTIVE DATE

1. This Order is effective immediately upon receipt of a fully executed copy of this Order by Respondent and all times for performance of actions pursuant to this Order shall be calculated from that date.

XX. TERMINATION

1. The provisions of the Consent Order shall remain in full force and effect until all actions required by this Order have been completed. Respondent shall notify EPA in writing at such time as it believes all such actions have been completed. EPA will promptly notify Respondent as to whether EPA has determined that all actions required hereunder are complete, and of any such actions required herein which have not been completed.

2. Prior to completion of all work required by this Order, including final disposition by treatment or disposal of materials removed from the Midcoast Property, Respondent may, if it elects to do so, notify EPA as to its belief that all actions required by this Order to be completed on Midcoast Property have been completed. If Respondent so notifies EPA with regard to the Midcoast Property, EPA will promptly notify Respondent as to whether it has determined that all actions required to be taken hereunder on the Midcoast Property are complete and of any such actions required herein which have not been completed. EPA anticipates that if Respondent provides clear documentation that all work on the Midcoast Property has been completed, notice as to EPA's agreement or disagreement therewith can generally be made within twenty-one (21) days of receipt of such notice by EPA. However, this Order shall not terminate until notice is provided by EPA that all work required by this Order has been completed.

IN WITNESS WHEREOF, the parties have affixed their
signatures below:

For the United States Environmental Protection Agency, Region VII

Daniel J. Shiel
Associate Regional Counsel
U.S. Environmental Protection Agency
Region VII

David R. B. B. Assistant City Counselor
For the City of St. Louis, Missouri

IT IS SO ORDERED.

David A. Wagoner
Director, Waste Management Division
U.S. Environmental Protection Agency
Region VII

Date

cc: Missouri Department of Natural Resources